

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

In re)	Bk. No. 10-31173-lmc
)	
LORENZO ARELLANO aka)	
LARRY ARELLANO,	)	Chapter 13
)	
Debtor.	)	OBJECTIONS TO PROPOSED
<hr/>	)	CHAPTER 13 PLAN
	)	AND CONFIRMATION THEREOF
)	
	)	Confirmation Hearing -
	)	Date : August 11, 2010
	)	Time : 9:00 a.m.
	)	Place: U.S. Bankruptcy Court
	)	8515 Lockheed
	)	El Paso, Texas
	)	El Paso Courtroom 1

Security Service Federal Credit Union, secured creditor in the above-entitled Bankruptcy proceeding, its assignees and/or successors in interest, holds the lien on the subject vehicle generally described as a **2005 Mercedes C Class, VIN WDBRF40J45F593290**, and hereby submits the following objections to the confirmation of that certain Chapter 13 Plan (the "Plan") proposed by Debtor:

LACK OF ADEQUATE FUNDING

The Plan is not adequately funded. 11 U.S.C. §1325(a)(5)(B)(ii) requires full payment of the allowed claim of this objecting Secured Creditor. The Proof of Claim filed by this creditor establishes a total debt in the amount of \$18,890.57, not \$14,000.00 as provided for in the plan. Accordingly, even if all payments are tendered pursuant to the Plan, they will not be sufficient to satisfy this creditor's claim in full. Thus, the Plan does not provide adequate protection of this creditor's interests as required by 11 U.S.C. §361, and does not meet the "feasibility" requirement

of 11 U.S.C. §1325(a)(6).

IMPROPER ATTEMPT TO MODIFY LOAN IN VIOLATION OF 1325(a)(5)

The proposed Chapter 13 Plan impermissibly attempts to modify Secured Creditor's claim. Pursuant to 11 U.S.C. § 1325(a)(5), Secured Creditor's debt must be paid in full.

11 U.S.C. § 1325(a)(5) mandates that section 506 shall not apply to a claim if the creditor has a purchase money security interest securing the debt that is the subject of the claim, the debt was incurred within 910 days preceding the date of the Bankruptcy filing, and the collateral for that debt consists of a motor vehicle acquired for the personal use of the debtor, or if collateral for that debt consists of any other thing of value, if the debt was incurred during the one (1) year period preceding the Bankruptcy

CONCLUSION

Any Chapter 13 Plan proposed by Debtor must provide for and eliminate the objections specified above in order to be feasible and to provide adequate protection to this objecting secured creditor. It is respectfully requested that confirmation of the Chapter 13 Plan as proposed by Debtor, be denied.

WHEREFORE, secured creditor prays as follows:

- (1) That confirmation of the proposed Chapter 13 Plan be denied.
- (2) For attorneys' fees and costs incurred herein.
- (3) For dismissal of the Chapter 13 proceeding.
- (4) For such other relief as this Court deems proper.

Dated: July 15, 2010

By: /s/ Jeremiah B. Hayes
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SPECIAL NOTICE

**THE FOLLOWING NOTICE IS GIVEN TO YOU IN THE EVENT THAT
THE FEDERAL FAIR DEBT COLLECTIONS ACT APPLIES TO THIS
COMMUNICATION.**

The following statement provides you with notice of certain rights, which you may have by law. Nothing in this statement modifies or changes the hearing date or response time specified in the attached documents or your need to take legal action to protect your rights in this matter. No provision of the following statement modifies or removes your need to comply with local rules concerning the attached documents.

CONSUMER DISCLOSURE

This communication is made in an attempt to collect on a debt or judgment and any information obtained will be used for that purpose. Please be advised that if you notify Security Service Federal Credit Union 's attorneys in writing within 30 days that all or a part of your obligation or judgment to Security Service Federal Credit Union is disputed, then Security Service Federal Credit Union 's attorneys will mail to you a written verification of the obligations or judgment and the amounts owed to Security Service Federal Credit Union. In addition and upon your written request within 30 days, you will be provided with the name and address of the original creditor, if different from the current creditor.

CERTIFICATE OF SERVICE

I certify that I served a copy of the foregoing Objections to Debtor's Proposed Chapter 13 Plan and Confirmation Thereof on the Debtor, the Chapter 13 Trustee, their respective attorneys and any other affected party by first class mail on July 15, 2010, addressed as indicated below.

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